

* ROUTE TO IOT BEFORE ATTORNEY GENERAL. *

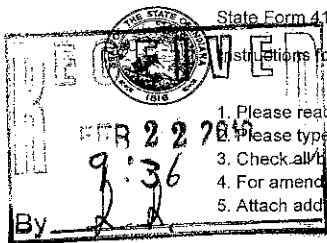
2/18/10

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.



4595 4/15 88

1. EDS Number: D20-9-4612-11230 2. Date prepared: 2/17/2010

3. CONTRACTS & LEASES

☒ Professional/Personal Services ☐ Contract for procured Services
☐ Grant ☐ Maintenance
☐ Lease ☐ License Agreement
☐ Attorney ☒ Amendment# 1
☐ MOU ☐ Renewal #
☒ QPA 11230A ☐ Other

FISCAL INFORMATION

4. Account Number: 5. Account Name:
6. Total amount this action: \$0.00 7. New contract total: 0.00
8. Revenue generated this action: \$0.00 9. Revenue generated total contract: \$24000000.00
10. New total amount for each fiscal year:
Year 2010 \$0.00
Year 2011 \$0.00
Year 2012 \$0.00
Year \$

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 9/1/2009 12. To (month, day, year): 8/31/2011
13. Method of source selection: ☐ Bid/Quotation ☐ Emergency ☐ Negotiated ☐ Special Procurement
☒ RFP# 8-43 ☐ Other (specify)

35. Will the attached document involve data processing or telecommunications systems(s)? ☒ Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 5-22

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
This amendment attaches an agreed upon Statement of Work established between the Contractor and the Indiana State Athletic Commission (ISAC) for additional positions of Chief Commission Representative and Assistant Commission Representative to perform regulatory services for ISAC.

38. Justification of vendor selection and determination of price reasonableness:
Contractor demonstrated through their response to RFP 8-43 that they are capable of providing such MSP solution. The contractor submitted a list of MBE and WBE vendors but the percentage was not provided by vendor. MBE commitment is 8%; WBE commitment is 8%.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

AGENCY INFORMATION

14. Name of agency: Department of Administration 15. Requisition Number:
16. Address: IDOA, Procurement Division
402 W WASHINGTON ST RM W468
INDIANAPOLIS, IN 46204

AGENCY CONTACT INFORMATION

17. Name: Roxie Coble 18. Telephone #: 317 2344251
19. E-mail address: rcoble@idoa.in.gov

COURIER INFORMATION

20. Name: Amey Redding 21. Telephone #: (317) 234-3542
22. E-mail address: aredding@idoa.in.gov

VENDOR INFORMATION

23. Vendor ID #: 0000054131
24. Name: GUIDESOFT INC 25. Telephone #: (317) 806-6109
26. Address: 8275 ALLISON POINTE TRAIL #120
INDIANAPOLIS, IN 46250
27. E-mail address: dan_nierste@dotstaff.com
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) ☒ Yes ☐ No
29. Primary Vendor: M/WBE
Minority: ☐ Yes ☒ No
Women: ☒ Yes ☐ No
30. If yes, list the %:
Minority: %
Women: 100.0 %
31. Sub Vendor: M/WBE
Minority: ☐ Yes ☒ No
Women: ☐ Yes ☒ No
32. If yes, list the %:
Minority: %
Women: %
33. Is there a "Termination for Convenience" clause in the document? ☒ Yes ☐ No
34. Is there a "Termination for Convenience" clause in the document? ☒ Yes ☐ No

RECEIVED

MAR 01 2010

OAG-ADVISORY

40. Agency fiscal officer or representative approval: [Signature] 41. Date Approved: 2/18/10 42. Budget agency approval: [Signature] 43. Date Approved: 2/26/10
44. Attorney General's Office approval: [Signature] 45. Date Approved: 3-8-10 46. Agency representative receiving from AG: [Signature] 47. Date Approved:



Amendment # 1
QPA # 11230A

This is an Amendment to the contract entered into by and between the **Indiana Department of Administration on behalf of All State Agencies** (hereinafter referred to as "State") and **GuideSoft, Inc. dba Knowledge Services** (hereinafter referred to as "Contractor") dated September 9, 2009. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

Recitals

WHEREAS, Contractor and the **Indiana State Athletic Commission ("ISAC")** have agreed upon a Statement of Work ("SOW")

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, the parties, intending to be legally bound, hereby agree that the foregoing recitals are true and correct and incorporated herein by this reference and further agree:

Section 1 [Duties of the Contractor] is amended to include the following services:

1. Duties of Contractor.

S. The Contractor shall provide the additional positions of Chief Commission Representative and Assistant Commission Representative to fulfill regulatory services for ISAC relative to this Contract and as further detailed in Exhibit C.

Total amount of this action is zero dollars and zero cents (\$0.00). Total remuneration of this contract is not to exceed twenty four million dollars and zero cents (\$24,000,000.00).

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

(Where Applicable)

Signature: [Signature]
Printed Name: DAN NIERSTE
Title: ERP
Date: 2/17/10

Attested By: [Signature]
Katie Berange
CORPORATE COUNSEL
2/17/2010

State of Indiana Agency:

Signature: [Signature]
Printed Name: Erin Kremer
Title: DIRECTOR OF VENDOR MANAGEMENT
Date: 2/18/2010

Indiana Office of Technology

[Signature]
Gerry Weaver
Chief Information Officer

Date: 22-Feb-2010

Department of Administration

[Signature]
Mark W. Everson
Commissioner

Date: 2/17/2010

State Budget Agency

[Signature]
Christopher A. Ruhi
Director

Date: 2/26/10

Office of the Attorney General

[Signature] For
Gregory F. Zoeller
Attorney General

Date: 3/8/2010

STATEMENT OF WORK ADDENDUM TO THE
PROFESSIONAL SERVICES CONTRACT
FOR MANAGED SERVICE PROVIDER SERVICES

This Statement of Work ("SOW") to the Professional Services Contract for Managed Service Provider Services, entered into by and between the Indiana Office of Administration Procurement Division on behalf of all State Agencies (the "State") and GuideSoft, Inc. dba Knowledge Services (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor.

Contractor shall provide regulatory services for the Indiana State Athletic Commission ("ISAC").

Contractor will provide two classes of personnel to participate in the regulation of ISAC regulated events, at the request of the ISAC. The ISAC will give at least twenty-five (25) days notice to the Contractor before an event where such personnel will be required. No later than fifteen (15) days before the event, Contractor will provide the ISAC with a list of personnel it proposes to supply, along with a current resume or equivalent information on each individual, and the results of a national criminal database search, including the last two (2) Indiana counties of residence, on each individual. The results of each check shall be valid for a period of twelve (12) months before a re-check is required. The ISAC will then approve or disapprove the personnel. If the ISAC does not approve an individual, Contractor is responsible for finding suitable personnel who can be approved by the ISAC before the event.

If for any reason, such as illness or other unforeseen emergency, previously approved personnel cannot participate in a scheduled event, and notice of the cancellation is provided less than fifteen (15) days before the event, a replacement person may be approved by the Director of the ISAC. To the extent that time permits, the aforementioned required information, including national criminal database search and current resume or equivalent information, must be provided to the Director of the ISAC. The Director of the ISAC retains discretion on whether to accept personnel submitted for approval less than fifteen (15) days before the scheduled event.

If any personnel fails to fulfill their duties as listed below, has attendance problems, or fails to meet expectations of the ISAC in any way, the Director of the ISAC reserves the right to disallow that person from participating in future events.

The duties pertaining to each class of personnel are found below.

A. Chief Commission Representative

General Description:

A Chief Commission Representative will be responsible for being the lead supervisor at the professional boxing and unarmed combat event being regulated. In addition to providing regulatory oversight of the event in order to ensure the safety of participants and to uphold the integrity of the sport, this person will also be responsible for supervising other Commission representatives on site for the event, in accordance with the pre-fight, during-fight, and post-fight checklist (to be provided by the State).

Requirements:

- a. Must have knowledge of boxing and unarmed combat rules and regulations, as well as knowledge of federal and state laws, policies, and procedures pertaining to the ISAC (knowledge may be obtained through ISAC training).
- b. Must be able to work evenings and weekends.
- c. Must possess a valid Indiana Driver's License.
- d. Must successfully pass a background investigation.
- e. Must possess at least a high school diploma, GED, or equivalent.

Responsibilities:

- a. Ensure that all contestants, seconds, managers, referees, judges, and all other officials at the event are properly licensed by the ISAC.
- b. Report any observed or suspected violations of the laws, rules, and regulations of the ISAC to the Chief Commission Representative to ensure compliance.
- c. Ensure that all contestants have complied with the medical requirements set forth by the ISAC.
- d. Inspect all equipment related to the event to ensure compliance with regulations, including but not limited to inspecting each contestant's hand wrappings and gloves.
- e. Observe contestant testing for controlled substances after each event.
- f. Complete other duties as assigned by the ISAC.

2. Consideration

The Contractor will be paid \$150 for each Assistant Commission Representative who works a full event, and from that, \$100 will be paid to the Assistant Commission Representative, before applicable statutory payroll taxes.

The Chief Commission Representative will be paid differently depending on whether the individual who is working as the Chief Commission Representative was introduced to the Contractor by the ISAC, or if the individual was recruited by the Contractor without an introduction.

If the Chief Commission Representative was recruited by the ISAC, then the Contractor will be paid \$200 for the Chief Commission Representative who works a full event, and from that, the Chief Commission Representative will be paid \$150, before applicable statutory payroll taxes.

If the Chief Commission Representative was recruited by Knowledge Services or its agents, then the Contractor will be paid \$200 for the Chief Commission Representative who works a full event, and from that, the Chief Commission Representative will be paid \$130, before applicable statutory payroll taxes.

GuideSoft, Inc. d/b/a Knowledge Services

Katie Belange
By
Katie Belange
Printed
CORPORATE COUNSEL
Title
2/3/2010
Date

Indiana State Athletic Commission

Ernest E. Elton
By
ERNEST E. ELTON
Printed
ISC Executive Director
Title
2.4.10
Date